

1 **THE AMIN LAW GROUP, NV. LTD.**
2 ISMAIL AMIN, ESQ. (NV Bar No. 9343)
3 LAWRENCE KULP, ESQ. (NV Bar No. 7411)
4 BREANE P. STRYKER, ESQ. (NV Bar No. 13594)
5 3960 Howard Hughes Parkway, Fifth Floor
6 Las Vegas, Nevada 89169
7 Telephone: (702) 990-3583
8 Facsimile: (702) 990-3501

9
10 *Attorneys for Plaintiff CC.MEXICANO.US, LLC*

11
12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 CC.MEXICANO.US, LLC, a Nevada limited) Case No. 2:14-cv-00108-JCM-NJK
15 liability company,)
16 Plaintiff) **STIPULATION AND**
17) **ORDER FOR JUDGMENT**
18 vs.)
19 AERO II AVIATION, INC., a Delaware)
20 corporation; GEORGE W. BLOOD, an individual;)
21 STEPHEN L. CRITTENDEN, an individual;)
22 DOES 1-20 inclusive; and ROE ENTITIES 1-10,)
23 Defendants)
24))
25))
26))
27))
28))

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30 COME NOW, Plaintiff CC.MEXICANO.US, LLC ("Plaintiff"), by and through its
31 counsel of record, ISMAIL AMIN, ESQ., of THE AMIN LAW GROUP, NV. LTD; and
32 Defendants, AERO II AVIATION, INC. and GEORGE W. BLOOD (collectively
33 "Defendants"), by and through their counsel of record, ERIC OLSEN, of the law firm of
34 GARMAN TURNER GORDON, and hereby STIPULATE AND AGREE to the following:

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36 1. On or about January 22, 2014, Plaintiff sued Defendants, among others, in the United
37 States District Court for the District of Nevada, in an action summarily entitled, CC

The Amin Law Group, NV. Ltd.
3960 Howard Hughes Parkway, Fifth Floor
Las Vegas, NV 89169
Phone: (702) 990-3583 / Fax: (702) 990-3501

Mexicano US, LLC v. Aero II Aviation, Inc., George W. Blood, Stephen L. Crittenden, et al, bearing the Case No. 2:14-cv-00108-JCM-NJK. (Hereinafter, the “Subject Action”).

2. Plaintiff filed its First Amended Complaint in the Subject Action on or about April 29, 2014, which is the operative pleading in this matter.
3. On or about April 18, 2016, Plaintiff and Defendants Aero II Aviation, Inc. and George W. Blood (collectively, the “Parties”) participated in a settlement conference at which Plaintiff agreed to settle and dismiss with prejudice all claims asserted against Defendants in the Subject Action in exchange for a total of Two Hundred Thousand Dollars (\$200,000.00 USD) to be paid to Plaintiff by Defendants Aero II Aviation, Inc. and George W. Blood, and the Parties agreed to execute a Stipulated and [Proposed] Order for Judgment. (Collectively, the “Settlement Consideration.”)
4. The terms of the settlement of the Subject Action between Plaintiff and Defendants are specified in a Settlement Agreement, dated May 16th, 2016, hereinafter referred to as the “Agreement.”
5. Co-Defendant STEPHEN CRITTENDEN did not participate in the April 18, 2016 settlement conference and is not a party to this Agreement. STEPHEN CRITTENDEN shall be referred to, hereinafter, as “Non-Settling Defendant”.
6. The Agreement obligates Defendants to pay Plaintiff, the sum of Two Hundred Thousand Dollars (\$200,000.00 USD), in two installments, as outlined in Sections A and B of the Agreement. (The “Obligation”).
7. A “Default” under the Agreement means Defendants’ failure to perform any provision of this Agreement, if not cured within ten (10) business days after Plaintiff sends written notice of Defendants’ failure to perform to Defendants, at the address indicated at Section W of the Agreement, “Notice.” Failure to perform any provision of the

Agreement shall include, but is not limited to, making timely payments pursuant to Sections A & B of the Agreement.

8. Plaintiff's counsel shall retain this Stipulation unfiled unless and until a Default occurs. In the event of a Default, as defined in Paragraph 7., on any of Defendants' obligations under the Agreement, the Agreement authorizes Plaintiff to file this Stipulation and [Proposed] Order for Judgment, without further notice to Defendants.
9. The Obligation is for money due, or to become due, the Obligation is truly owed, and the Obligation is just.
10. As provided in the Agreement, in the event that this Stipulation is filed by Plaintiff, and the Court approves the Stipulation below, **the clerk of the court shall immediately enter judgment, without further action, in favor of CC.Mexicano.US, LLC and against the Defendants, joint in severally, in the amount of Two Hundred Thousand Dollars (\$200,000.00 USD), , with the condition that, in the event Defendants have paid a portion of the Obligation by the time this Stipulation and [Proposed] Order for Judgment is filed, an affidavit shall be filed concurrently herewith by Plaintiff, which accounts for those payments and states the reduced judgment amount to be entered.**

It is so STIPULATED AND AGREED this 10th day of May, 2016.

THE AMIN LAW GROUP, NV, LTD.
3960 Howard Hughes Parkway
Suite 500
Las Vegas, NV 89169

By: Ismail Amin
Ismail Amin, Esq. (SBN 9343)

Attorneys for Plaintiff
CC.MEXICANO.US, LLC,

GARMAN TURNER GORDON
7674 West Lake Mead Blvd.
Suite 108
Las Vegas, NV 89128

By: Eric Olsen, Esq. (SBN 3127)

*Attorneys for Defendants AERO II
AVIATION, INC. and GEORGE W. BLOOD*

ORDER FOR JUDGMENT

Based on the foregoing Stipulation:

IT IS HEREBY ORDERED, ADJUDGED and DECREED that an Order of Judgment in favor of Plaintiff be entered forthwith, obligating Defendants in the amount of Two Hundred Thousand Dollars (\$200,000.00 USD), less any payments received to date, plus all interest allowable under the law.

DATED September 8, 2016.

UNITED STATES DISTRICT COURT JUDGE

Submitted by:

THE AMIN LAW GROUP, NV, LTD.

Ismail Amin, Esq. (NV Bar No. 9343)
Lawrence Kulp, Esq. (NV Bar No. 7411)
Breane P. Stryker, Esq. (NV Bar No. 13594)
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169
Telephone: (702) 990-3583
Facsimile: (702) 990-3501

Attorneys for Plaintiff CC.MEXICANO.US, LLC, a Nevada limited liability company

1 **CERTIFICATE OF SERVICE**
2

3 I HEREBY CERTIFY that on the 7th of September 2016, I served a true and correct copy of:
4 **STIPULATION AND [PROPOSED] ORDER FOR JUDGMENT** by:

5 X serving the following parties via CM/ECF;

6 _____ serving the following parties via e-mail;

7 _____ serving the following parties via facsimile;

8 _____ depositing a copy of same in the United States Mail, postage fully prepaid, and addressed to the
9 following:

10 Steven L. Crittenden

11 11861 Cardinal Circle

12 Suite H

13 Garden Grove, CA 92843

14 Email: Slc4613@gmail.com

15 ***In Pro Per***

16 Eric Olsen

17 **GARMAN TURNER GORDON**

18 650 White Drive, Suite 100

19 Las Vegas, NV 89119

20 Email: eolsen@gtg.legal

21 ***Counsel for Defendants Aero II Aviation, Inc. and George W. Blood***

22 /s/ Sylvia Mejia

23 Sylvia Mejia

24 An Employee of THE AMIN LAW GROUP NV, LTD.